

KIRKPATRICK & LOCKHART  
PRESTON GATES ELLIS LLP  
Robert N. Michaelson (RM-5925)  
599 Lexington Avenue  
New York, NY 10022  
(212) 536-3900

Hearing date: March 22, 2007 at 10:00 a.m.

Attorneys for TPO Displays, USA, Inc.  
f/k/a Mobile Display Systems

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	: Chapter 11
	:
DELPHI CORPORATION, <u>et al.</u> ,	: Case No. 05-44481 (RDD)
	:
	:
Debtors.	:
-----X	

**TPO DISPLAYS USA, INC.'S RESPONSE TO THE DEBTORS'  
NINTH OMNIBUS CLAIMS OBJECTION DATED FEBRUARY 15, 2007**

TPO Displays USA, Inc. (f/k/a Mobile Display Systems, and hereinafter referred to as "TPO"), by its undersigned attorneys, Kirkpatrick & Lockhart Preston Gates Ellis LLP, respectfully submits this response in support of the allowance of Amended Proof of Claim No. 16375 (the "Amended Claim") against Delphi Corporation, et al. (the "Debtor"), and in opposition to the Debtor's Ninth Omnibus Objection to certain (A) Insufficiently Documented Claims; (B) Claims Not Reflected On Debtors' Books And Records; (C) Untimely Claims; and (D) Claims Subject to Modification filed by the Debtor and its affiliated debtors (collectively, the "Debtors"), stating as follows:

**FACTUAL BACKGROUND**

1. On October 8, 2005 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101 et

seq.) (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York.

2. Prior to the Petition Date, Philips Mobile Display Systems (“MDS”) provided goods to the Debtors.

3. On April 12, 2006, this Court entered an Order Under 11 U.S.C. §§ 107(b), 501, 502, and 1111(a) and Fed. R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), and 5005(a) Establishing Bar Dates For Filing Proofs of Claim And Approving Form And Manner Of Notice Thereof (the “Bar Date Order”) establishing July 31, 2006 (the “Bar Date”) as the last date for all persons and entities to file proof of claims.

4. On or about June 6, 2006, MDS merged with Toppoly Optoelectronics Corporation of Taiwan to form TPO Displays USA, Inc. (“TPO”).

5. On the Bar Date, MDS filed Proof of Claim No. 14295 in the amount of \$124,961.82, a general unsecured pre-petition claim for goods sold to the Debtors (the “Initial Claim”). In the Initial Claim, MDS specifically reserved that the aggregate amount may be subject to adjustment.

6. On or about October 19, 2006, MDS filed its Amended Claim in the amount of \$ 595,386.02, in the name of its newly merged entity “TPO”, to adjust the aggregate amount of goods sold as expressly reserved in its Initial Claim. All such adjustments consist of general pre-petition claims brought by MDS, currently TPO, for goods sold to the Debtors.

7. On February 15, 2007, the Debtors filed an objection to the Amended Claim contending that such claim was untimely (the “Objection”).

**THE DEBTORS' CLAIM OBJECTION SHOULD BE OVERRULED  
WITH RESPECT TO TPO'S AMENDED CLAIM (CLAIM NO. 16375)**

8. The Debtors' Objection should be overruled and TPO's Amended Claim allowed because amendments to claims should be freely granted where the creditor has made a timely assertion of a similar claim or demand evidencing an intention to hold the Debtors liable. Midland Cogeneration Venture Ltd. P'ship v. Enron Corp. ("In re Enron Corp."), 419 F.3d 115, 133 (2d Cir. 2005); Maxwell Macmillan Realization Liquidating Trust and MCC GAO v. Aboff ("In re Macmillan Inc."), 186 B.R. 35, 49 (Bankr. S.D.N.Y. 1995).

9. Amendments to claims are permissible where the creditor has provided notice, either informally or by some pleading in the bankruptcy proceeding, as to the nature of the creditor's claim. In re Macmillan Inc., 186 B.R. at 49-50; In re G.L. Miller & Co., 42 F.2d 115, 116 (2d Cir. 1930). Such amendments are deemed to "relate back" to the timely filed claim. In re Enron Corp., 419 F.3d at 133; In re Macmillan Inc., 186 B.R. at 48-50.

10. TPO's Initial Claim was timely filed on the Bar Date and the Initial Claim clearly demonstrated TPO's intention to hold the Debtors liable for pre-petition goods sold to the Debtors.

11. All claims asserted by TPO in both the Initial Claim and the Amended Claim consist of pre-petition goods sold to the Debtors and are of the same nature. Collectively, the claims constitute the aggregate amount of TPO's general pre-petition unsecured claim.

12. TPO expressly reserved the right to adjust the aggregate amount in its Initial Claim, and therefore, the Debtors were on notice of both the nature of these claims and the potential for adjustment of the claim amount.

13. All of the claims in both the Initial Claim and the Amended Claim stem from various requirements contracts and purchase orders between the Debtors and Philips.

These requirements contracts include invoices both for goods sold as cited in the Initial Claim and the Amended Claim.<sup>1</sup> All of the claims stem from the same nexus of transactions between the Debtors and TPO. As such, the Debtors were on notice of the existence and nature of these claims. Accordingly, TPO's Amended Claim relates back to its Initial Claim and is timely.

14. TPO's Amended Claim will not unduly prejudice the Debtors. Belated amendments are freely allowed where they are not unduly prejudicial to the Debtors. In re Enron Corp., 419 F.3d at 133-34. The Debtors have not, to date, filed a reorganization plan. At this juncture in the bankruptcy proceeding, there has been no detrimental reliance on TPO's Initial Claim in the negotiating process nor will an amendment to the aggregate amount claimed have a significantly prejudicial impact on the Debtors' bankruptcy proceeding.

15. TPO did not have access to the additional invoices listed in the Amended Claim at the time that TPO filed its Initial Claim, and knowing this fact, expressly reserved its right of adjustment. TPO acted in good faith and its inability to file its Amended Claim at the time of its Initial Claim was justified.

WHEREFORE, TPO respectfully requests that the Court enter an Order overruling the Debtor's Ninth Omnibus Claim Objection insofar as it relates to TPO's Amended Claim (Claim No. 16375), allowing the Amended Claim as filed, and granting such other and further relief as this Court deems just and proper.

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<sup>1</sup> A copy of several of these requirements contracts is annexed hereto as Exhibit A.

Dated: New York, New York  
March 14, 2007

Respectfully submitted,

KIRKPATRICK & LOCKHART  
PRESTON GATES ELLIS LLP

By: /s/ Robert N. Michaelson  
Robert N. Michaelson (RM-5925)  
A Member of the Firm  
Attorneys for TPO Displays, USA, Inc.  
f/k/a Mobile Display Systems  
599 Lexington Avenue  
New York, New York 10022  
(212) 536-3900

# **EXHIBIT A**

**DELPHI**

Delphi Electronics and Safety

Page 11 of 15

**Buyer:**  
DELPHI  
ELECTRONICS & SAFETY  
P.O. Box 9005  
KOKOMO IN 46904-9005

**Deliver to:**  
Delco Electronics Corp  
c/o SPAN Reynosa  
702 JOAQUIN CAVAZOS ROAD  
LOS INDIOS TX 78567

PHILIPS ELECTRONICS NORTH AMERICA  
5550 PRAIRIE STONE PKY STE 150  
HOFFMAN ESTATES IL 60192

**Requirements Contract**

PO Number 950045341	Date Issued 01-Jan-2004
Version 30-Aug-2005 03:48:31 EST	

Vendor No: 1010734  
DUNS No: 123615135

**Payment Terms:** ZMN2 **Currency:** EUR  
Payment settled on 2nd, 2nd Month

**Incoterms:** FCA-Freight Forwarder's Dock

Item No.	Material No. Description	Plant
00010	9398335 DISPLAY-ASM, COLORAD	DA26 DELPHI D DELTRONICOS
	Valid From	Valid To
	01-Jan-2003	31-Dec-2003
	01-Jan-2004	31-Dec-2004
	01-Jan-2005	31-Dec-2005
	Currency	Price
	EUR	19,350.00
	EUR	18,550.00
	EUR	14,222.00
	Price Unit	UOM
	1,000	PC
	1,000	PC
	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Item cancelled

**Notes:**

\*\*\*\*\*  
The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address.  
Parque Industrial Del Norte  
H. Matamoros Tun.  
Matamoros, Mexico

<b>Purchasing Contact:</b> Neilhart, Dawn <b>Phone:</b> 765-451-7447 <b>Fax:</b> 765-451-1547	<b>Contact Address:</b> DELPHI DELCO ELECTRONICS SYSTEMS ONE CORPORATE CENTER MS:CTLLM, KOKOMO IN 46902
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Date and Time Printed: 30-Aug-2005 03:48:31 EST

**DELPHI**

Pg 8 of 15

Delphi Electronics and Safety

Page 2 of

PHILIPS ELECTRONICS NORTH AMERICA  
 5550 PRAMPTON STONE PKY STE 150  
 HOFFMAN ESTATES, IL 60192

**Requirements Contract**

PO Number	Date Issued
050245842	31-Jan-2004
Version	
30-Aug-2003 01:48:37 EDT	

Item No.	Material No. Description	Plant
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**Notes Continued:**

State of Texas Direct Payment Authorization Number 3-00093-5831-5

The undersigned hereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable items. Permit Holder: Delco Electronics Corporation

**Material Pull System Terms and Conditions:**

1. Delphi requires 100% on time delivery performance from suppliers.
2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.
3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not be required to make payment for goods delivered to Buyer which are in excess of the quantity specified in the Buyer's Pull Signal.
4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured on the Forecast as a total quantity over the period of time between the most recent planning week and twelve (12) consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Seller agrees that no more than four (4) weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.

This Contract replaces previous contract # 00787562-001.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com), (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the solable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who



**DELPHI**

Delphi Electronics and Sales

Page 3 of 3

PHILIPS ELECTRONICS NORTH AMERICA  
5550 PRAIRIE STONE PKY STE 150  
HOFFMAN ESTATES IL 60132

## Requirements Contract

PO Number

55-44481

Date Issued

01-03-07-10:00

Version

30-APR-07 05:00:45 EST

Item No.	Material No. Description	Plant
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### Notes Continued:

requested the analysis.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
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**DELPHI**

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Delphi Electronics and Safety

Page 1 of 3

**Buyer:**

Delphi Automotive Systems LLC  
 Delphi Electronics & Safety Div  
 P.O. Box 9005  
 KOKOMO IN 46904-9005

**Requirements Contract**

PO Number	Date Issued
550072125	10-Aug-2005
Version	
19-Oct-2005 03:04:16 EST	

**Deliver to:**

Delco Electronics Corp  
 c/o SPAN Reynosa  
 702 JOAQUIN CAVAZOS ROAD  
 LOS INDIOS TX 78567

PHILIPS ELECTRONICS NORTH AMERICA  
 PHILIPS SEMICONDUCTORS  
 34119 W 12 MILE RD STE 103  
 FARMINGTON HILLS MI 48331

Vendor No: 1023597  
 DUNS No: 786518563

**Payment Terms:** ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

**Incoterms:** FCA- Freight Forwarder's Dock

Item No.	Material No. Description	Plant				
00010	9400563 DISPLAY-ASM, VWP7-NA	DA26 DELPHI D DELTRONICOS				
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	12-Aug-2005	31-Dec-2005	USD	16,250.00	1,000	PC
	01-Jan-2006	31-Dec-2006	USD	15,750.00	1,000	PC
	01-Jan-2007	31-Dec-2007	USD	14,670.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record changed

**Notes:**

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, www.delphi.com, (by clicking on the "Suppliers" in the header).

Purchasing Contact: Neihart, Dawn  
 Phone: 765-451-7447  
 Fax: 765-451-1547

**Contact Address:**

DELPHI ELECTRONICS & SAFETY  
 ONE CORPORATE CENTER MS:CTLLM,  
 KOKOMO IN 46902

PHILIPS ELECTRONICS NORTH AMERICA  
PHILIPS SEMICONDUCTORS  
34119 W 12 MILE RD STE 103  
FARMINGTON HILLS MI 48331

Requirements Contract	
PO Number 550017725	Date Issued 12-Aug-2005
Version 19-Oct-2005 03:04:16 EST	

Item No.	Material No. Description	Plant
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Notes Continued:

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

\*\*\*\*\*

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

\*\*\*\*\*

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

\*\*\*\*\*

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*

All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

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PHILIPS ELECTRONICS NORTH AMERICA  
 PHILIPS SEMICONDUCTORS  
 34119 W 12 MILE RD STE 103  
 FARMINGTON HILLS MI 48331

Requirements Contract	
PO Number	Date Issued
550077725	12-Aug-2005
Version	
19-Oct-2005 03:04:16 EST	

Item No.	Material No. Description	Plant
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<p>Notes Continued:</p> <p>Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.</p> <p>*****</p> <p>*****</p> <p>Material Pull System Terms and Conditions:</p> <p>1. Delphi requires 100% on time delivery performance from suppliers.</p> <p>2. Quantities or weights required against this order will in all cases be as buyer's current material delivery schedule. This order does not give any commitment to quantities, weights or materials except as shown by buyer's material delivery schedule and described below.</p> <p>3. Delivery Schedules: The buyer shall transmit to the seller a delivery schedule Kanban DELJIT (Pull Signal) from time to time by electronic means that is specified by the Buyer. The Pull Signal shall Specify quantity, and time that delivery of the goods shall be made from the Seller to the Buyer. The buyer shall not be required to make payment for goods delivered to Buyer which are in excess of the quantity specified in the Buyer's Pull Signal.</p> <p>4. Material Commitment Authorization: The Buyer agrees to purchase from the Seller a specific amount of goods (Hereafter referred to as "The Committed Quantity") listed on the Buyer's forecast delivery schedule. The committed quantity shall be measured the Forecast as a total quantity over the period of time between the most recent planning week and _____ consecutive, subsequent weeks, inclusive. The Buyer reserves the right to update and change the forecast delivery schedule from time to time. The Sellers agrees that no more then _____ weeks of the committed quantity shall be processed into a finished state that is ready for delivery to the Buyer unless otherwise approved by the Buyer in writing. The balance of the committed material is to be work in process valued at no more than fifty percent (50%) of the purchase price.</p> <p>*****</p> <p>*****</p> <p>The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address:</p> <p>Industrial Park  K. 13.5  Reynosa, Mexico  State of Texas Direct Payment Authorization Number  1-38-3431131-1</p> <p>The undersigned hereby claims exemption from the payment of state, local and MTA sales &amp; use taxes upon its purchases of taxable items. Permit Holder:  Delphi Automotive Systems, LLC</p> <p>*****</p>
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**DELPHI**

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Delphi Electronics and Safety

Page 1 of 2

**Buyer:**

Delphi Automotive Systems LLC  
 Delphi Electronics & Safety Div  
 P.O. Box 9005  
 KOKOMO IN 46904-9005

**Requirements Contract**

PO Number	Date Issued
550077724	12-Aug-2005
Version	
19-Oct-2005 03:04:16 EST	

**Deliver to:**

Delco Electronics Corp  
 c/o SPAN Reynosa  
 702 JOAQUIN CAVAZOS ROAD  
 LOS INDIOS TX 78567

Vendor No: 1023597  
 DUNS No: 786518563

**Payment Terms:** ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

**Incoterms:** FCA- Freight Forwarder's Dock

PHILIPS ELECTRONICS NORTH AMERICA  
 PHILIPS SEMICONDUCTORS  
 34119 W 12 MILE RD STE 103  
 FARMINGTON HILLS MI 48331

\*\*\* Condition record changed

Item No.	Material No. Description	Plant				
00010	9394225 DISPLAY-ASM, COG, DST	DA31 DELPHI D DELNOSA Plant 5-6				
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	12-Aug-2005	31-Dec-2005	USD	15,160.00	1,000	PC
	01-Jan-2006	31-Dec-2006	USD	14,700.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record added

\*\*\* Condition record changed

00020

9400563

DA31 DELPHI D DELNOSA Plant 5-6

DISPLAY-ASM, VWP7-NA

Valid From	Valid To	Currency	Price	Price Unit	UOM
12-Aug-2005	31-Dec-2005	USD	16,250.00	1,000	PC
01-Jan-2006	31-Dec-2006	USD	15,750.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	14,670.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

\*\*\* Condition record changed

Purchasing Contact: Neihart, Dawn  
 Phone: 765-451-7447  
 Fax: 765-451-1547

**Contact Address:**

DELPHI ELECTRONICS & SAFETY  
 ONE CORPORATE CENTER MS:CTLLM,  
 KOKOMO IN 46902

PHILIPS ELECTRONICS NORTH AMERICA  
PHILIPS SEMICONDUCTORS  
34119 W 12 MILE RD STE 103  
FARMINGTON HILLS MI 48331

Requirements Contract

PO Number	Date Issued
550077124	12-Aug-2005
Version	
19-Oct-2005 03:04:16 EST	

Item No.	Material No. Description	Plant
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Notes:

Material Pull System Terms and Conditions:

1. Delphi requires 100% on time delivery performance from suppliers.
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The ultimate destination of this purchase order is Mexico. When shipping from Mexico, use the following "Ship To" address:  
Industrial Park  
K. 13.5  
Reynosa, Mexico  
State of Texas Direct Payment Authorization Number  
1-38-3431131-1

The undersigned hereby claims exemption from the payment of state, local and MTA sales & use taxes upon its purchases of taxable items. Permit Holder:  
Delphi Automotive Systems, LLC

Suppliers are required to meet all requirements detailed in the Delphi Global Purchasing Supplier Guidelines and reference documents that are available on the Delphi website, [www.delphi.com](http://www.delphi.com). (by clicking on the "Suppliers" in the header).

Suppliers are required to meet the requirements of Delphi's Production Part Approval Process as described in the Supplier Performance Development Process (SPDP) and in the Production Part Approval Process (PPAP) Manual. The Production Part Approval Process Manual is available from AIAG (810-358-3003) and the SPDP documents can be provided by the appropriate Supplier Quality Representative. Suppliers must have part manufacturing site approval prior to shipping production quantities. Contact the appropriate Delphi Supplier Quality Representative regarding questions on the approval process or approval status.

Restricted, toxic, and hazardous materials - Suppliers are required to comply with current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. This relates to both the salable product and the manufacturing processes. (Refer also to Terms and Conditions No. 8 "Ingredients Disclosure and Special Warnings Instructions"). Commencement of any work or service under this order shall constitute seller's acceptance of these responsibilities. If you do not accept these responsibilities, please contact the appropriate Delphi's Buyer.

PHILIPS ELECTRONICS NORTH AMERICA  
PHILIPS SEMICONDUCTORS  
34119 W 12 MILE RD STE 103  
FARMINGTON HILLS MI 48331

Requirements Contract	
PO Number 556077024	Date Issued 11-Aug-2005
Version 11-Oct-2005 11:04:16 EST	

Item No.	Material No. Description	Plant
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Notes Continued:

Failure Analysis/Corrective Action: Suppliers are expected to perform failure analysis on defective material returned by any Delphi Division. Irreversible corrective action plans for these failures must be developed and implemented. The plans with effective dates are to be reported back to the Delphi Division who requested the analysis.

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An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

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Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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All wood packaging must be compliant with the International Standard Phytosanitary Measure #15 in the treatment of wood packaging material. Please reference the "Requirements for the treatment of wood packaging materials" section of the Supplier Community Portal found on [www.delphi.com](http://www.delphi.com) for further details.

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Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

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